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RECENT CASES.

Brokers' Right to Commissions.—*Holmes v. Neafse et al.*, 24 Atlantic Reporter 1096 (Penna.) This was a suit brought by a broker to recover commission for negotiating a contract, he having brought an intending purchaser and a ship builder together, thereby effecting a contract for the construction of a steam vessel. It is unusual, in negotiations of this description, to employ a broker; the terms of a contract are usually determined by the parties themselves. But, in this case there was this additional circumstance that, before the contract was awarded to the ship-builder represented by the broker, he was required to make bids and enter into competition with other builders. The court held that the mere fact that the ship-builder was required to enter into competition with other builders before the contract was awarded to him does not deprive the broker of his right to commission.

Carriers of Goods—Liability as Warehousemen—Failure to Deliver—Fire—Proximate Cause.—*East Tennessee, V. & G. R. R. Co. v. Kelley*, 20 S. W. Rep. 312 (Tenn.) Kelley purchased five barrels of whisky in New York and had the same consigned to himself at Chattanooga. Plaintiff in error was the last carrier over whose line the goods passed. On the 24th of April, 1891, the whisky was unloaded and stored in defendant's depot at Chattanooga. Twice each day, from the 25th to the 28th of April, 1891, Kelley, through his drayman, called at the depot demanding the whisky. Each time the agent met him with the reply that it was not there. On the morning of the 29th the depot was burned. The whisky was destroyed in the fire. Three important points are passed upon by the court in this case. The first is: Under the existing state of facts was the railway company liable as a carrier or as a warehouseman? Caldwell J. after referring to the fact that the authorities were in irreconcilable conflict on this question, stated the position of the Tennessee courts to be that the railway company was acting as a warehouseman in this instance and was therefore liable only for negligence. The second point is: Was the refusal, upon demand to deliver the goods, negligence on the part of the railway company? The court held that it was a clear case of negligence. But this negligence did not cause the fire